



AGENDA

Lincoln County Board of Commissioners

Board of Commissioners
225 West Olive Street
Room 110
Newport, OR 97365
Phone: 541.265.4100
FAX: 541.265.4176

Wednesday, September 13, 2017

9:30 a.m. Regular Meeting

**Commissioner's Meeting Room
Lincoln County Courthouse
225 W. Olive Street, Room 108
Newport, Oregon**

I. CALL TO ORDER

II. ROLL CALL - ESTABLISHMENT OF A QUORUM

III. RECOGNITION/PROCLAMATION

IV. ADOPTION OF CONSENT CALENDAR

A. Minutes of Board of Commissioners Meeting

B. Commission Appointments and Resignations

C. License Applications or Renewals

1. Order #9-17-273 The Issuance of 3 Oregon Liquor Control Commission Temporary Liquor Licenses to Z2 Sea, LLC dba Spyglass

D. Tax Foreclosure, Right-of-Way, Sales and Deeds

E. General Budget Resolutions

F. Acting as Governing Body of County Wide Service Districts

G. Documents and Recording Matters in the Commissioners Journal

1. Order #9-17-274 Amended April 3, 2017 Amendment March 25, 2015 Memorandum of Understanding by and Between Lincoln Community Land Trust, City of Newport, City of Lincoln City and Lincoln County (Terms: Expires July 1, 2018)
2. Order #9-17-275 Appointing Cheryl Connell, Health and Human Services Director, as the County Financial Assistant Administrator

for 2017-2019 Community Developmental Disability Services

3. Resolution#17-13-9 A Declaring Certain Property to be Surplus and Authorizing Sale, Disposal or Donation

H. Execution of Documents

1. Criminal Justice Commission Specialty Courts Grant Program Grant Agreement between the State of Oregon and Lincoln County through its District Attorney's Office (Terms: Effective July 1, 2017; not to exceed \$262,800)
2. Intergovernmental Agreement between Lincoln County and the Seventeenth Judicial District of the Circuit Court for the State of Oregon for the Lincoln County Drug Court Program (Terms: Effective July 1, 2017 – June 30, 2019; not to exceed \$102,748)

V. PUBLIC HEARING

VI. DECISION/ACTION

- A. Order #9-17-276 **Authorizing Finalization of Agreement, and Execution and Acceptance of Documents related to a Real Estate Sales Agreement and Earnest Money between Lincoln County (Purchaser) and Columbia Trust Company, Trustee for the Martinson Family GST Exempt Trust (Seller) (1212 Bay Blvd, Newport, OR) – Presented by:**
Wayne Belmont

VII. DISCUSSION/INFORMATION

VIII. BOARD OF COMMISSIONERS AS THE GOVERNING BODY OF COUNTY-WIDE SERVICE DISTRICTS

IX. REPORTS

- A. **Elected Officials/Department Directors/Program Coordinators and Consultants**
1. Status Update on County Access Control and Surveillance Systems - *Presented by: Sgt. Tom Graham*

B. Commissioners

X. CONSTITUENT INPUT (Limited to five minutes per constituent)

XI. EXECUTIVE SESSION

XII. ADJOURN

XIII. OTHER SCHEDULED MEETINGS AND APPOINTMENTS OF THE BOARD

Monday, September 18, 2017 – 9:00 a.m. – Office Meeting and Board Briefing in the Commissioner’s Small Meeting Room, Lincoln County Courthouse Room #110, 225 West Olive Street, Newport; meeting to cover office priorities, operations, procedures and workflow

Wednesday, September 20, 2017 – 6:00 p.m. – Joint Work Session with Toledo City Council at Toledo City Hall, 206 North Main Street, Toledo, Oregon

Wednesday, September 20, 2017 – Immediately Following the Joint Work Session - Board of Commissioners Meeting at Toledo City Hall, 206 North Main Street, Toledo, Oregon

For special physical, language or other accommodations at Board's meeting, please contact the Board at 265-4100 (voice) or dial 7-1-1 Relay Service and include e-mail as soon as possible, but at least 48 hours before the meeting.

1 **BEFORE THE BOARD OF COMMISSIONERS**
2 **FOR LINCOLN COUNTY, OREGON**
3

4 In the Matter of)
5) **ORDER NO. _____**
6)
7 *Authorizing Finalization of Agreement, and*)
8 *Execution and Acceptance*)
9 *of Documents related to a Real Estate Sales Agreement*)
10 *and Earnest Money between Lincoln County (Purchaser)*)
11 *and Columbia Trust Company, Trustee for the*)
12 *Martinson Family GST Exempt Trust (Seller)*)
13

14 WHEREAS Lincoln County and the Columbia Trust Company have been
15 negotiating the terms of a sale of real property generally described as Tax Lot 2600,
16 Lincoln County Assessor's Map 11-11-09-CA located at 1212 Bay Blvd. Newport
17 Oregon ("Subject Property"); and

18 WHEREAS the parties have agreed on a final sale price and earnest money (Sales
19 Agreement and Receipt of Earnest Money, hereafter "Agreement", and attached as
20 Exhibit "1") and are prepared to work towards finalizing other terms of the Agreement
21 and proceed with the sale if authorized by the Board and if all conditions and
22 contingencies of the offer are met; and

23 WHEREAS finalization and implementation of the Agreement involves authorizing
24 County Counsel and the Board to act and to execute necessary legal documents,
25 including but not limited to escrow instructions, final payments and related documents;
26 and

27 WHEREAS the Board of Commissioners desires to authorize actions necessary to
28 carry out implementation of the Agreement.
29
30
31

1 NOW, THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:

2 1. That County will finalize purchase of the Subject Property subject to the terms,
3 conditions and contingencies as of the Agreement and as determined appropriate by the
4 County.

5 2. That, subject to review and approval of County Counsel, the Board or Board Chair
6 may execute, individually or collectively as necessary, such additional documents as
7 needed to effectuate this Agreement.

8 3. That County Counsel is also authorized to enter into any additional agreements or
9 arrangements, including but not limited to escrow instructions, and property assessments
10 and inspections, to determine and pay all associated costs and fees, to pay all other sums
11 into escrow to complete the County's Agreement obligations and to undertake any other
12 necessary actions to finalize this matter. To the extent any other Board actions or
13 signatures on documents may be determined necessary, those actions or signatures are
14 hereby authorized.

15 4. That a copy of this Order be provided to Wayne Belmont, County Counsel.

DATED: September 13, 2017

LINCOLN COUNTY BOARD OF COMMISSIONERS

TERRY N. THOMPSON, Chair

DOUG HUNT, Commissioner

BILL HALL, Commissioner

Exhibit 1

SALE AGREEMENT AND RECEIPT
FOR EARNEST MONEY

SELLER: Columbia Trust Company, Trustee for the Martinson Family GST Exempt Trust.

PURCHASER: Lincoln County

PROPERTY: 1212 Bay Blvd., Newport, Oregon TL 2600

In consideration of the mutual promises contained herein, Seller agrees to sell and Purchaser agrees to purchase the real property and improvements located at the address/tax lot identified above, and more particularly described on Exhibit A, attached hereto and by this reference made a part hereof (the "Property"), on the terms and conditions set forth herein.

1. **Price, Payment.** The purchase price for the Property shall be the sum of \$275,000 (the "Purchase Price"), payable as follows:

1.1 Within five (5) business days of mutual execution of this Sale Agreement and Receipt for Earnest Money ("Agreement"), Purchaser shall deposit earnest money consisting of a \$10,000 in cash (collectively, the "Deposit") with Western Title Insurance Company (the "Title Company") located at 255 SW Coast Highway, Suite 100, Newport, OR 97365.

1.2 On or before November 30, 2017 (the "Closing Date"), Purchaser shall pay to Seller the balance of the Purchase Price in cashier's check or direct wire transfer of immediately available funds.

2. **Conditions.** The closing of this transaction is expressly subject to the following conditions:

2.1. **Financing.** If a new loan is required, Purchaser obtaining financing on or before the Closing Date. Purchaser shall confirm to Seller that the loan application is made within ten (10) business days of Seller and Purchaser executing this Agreement. If not so confirmed, the Deposit shall be refunded and this Agreement shall be null and void. Purchaser shall notify Seller in writing on the fifth of each month prior to the Closing Date as to the status of Purchaser's loan, and the acceptance and removal of this contingency.

2.2. **Title.** Seller will pay for and provide to Purchaser a standard owner's form title insurance policy from the Title Company insuring marketable title in an amount equal to the Purchase Price. Within ten (10) days after full execution of this Agreement, Seller shall furnish to Purchaser a preliminary title report showing the condition of title to the Property, together with copies of all exceptions listed therein (the "Title Report"). Purchaser will have ten (10) days from receipt of the Title Report to review the Title Report and to notify Seller, in writing, of Purchaser's disapproval of any exceptions shown in the Title Report. Those exceptions not objected to by Purchaser are referred to herein as the "Permitted

Exceptions." Zoning ordinances, building restrictions, taxes due and payable for the current tax year, and reservations in federal patents and state deeds shall be deemed Permitted Exceptions. If Purchaser does not notify Seller of disapproval of any exceptions within ten (10) days of Purchaser's receipt of the Title Report, this condition shall be deemed satisfied. If Purchaser notifies Seller of disapproval of any exceptions, Seller shall have fifteen (15) days after receiving the disapproval notice to either remove the exceptions or provide Purchaser with reasonable assurances of the manner in which the exceptions will be removed before the Closing Date. If Seller does not remove the exceptions or provide Purchaser with such assurances, Purchaser may terminate this Agreement by written notice to Seller given within five (5) days after expiration of such fifteen (15) day period, in which event the Deposit shall be refunded to Purchaser and this Agreement shall be null and void.

2.3. *Inspection Contingency* Purchaser will have Sixty (60) (the "Review Period") after mutual execution of this Agreement to satisfy itself concerning all aspects of the Property, including, without limitation, Seller's Documents (defined below), if any, the physical condition thereof, the revised entitlements needed from the local municipal corporation and/or county and the general feasibility of the Property. Purchaser will have the right to perform such tests, inspections, and feasibility studies on the Property as Purchaser may deem necessary, provided, however, that Purchaser will not conduct any environmental assessment that would require soils analysis, groundwater testing, or other studies commonly associated with a Phase II environmental site assessment without the prior written consent of Seller in each instance, which consent may be withheld or conditioned in Seller's sole discretion.

2.4. It is understood and agreed that as a public entity Purchaser must go through a public process with its governing body to finalize authorization to proceed with the completion of the Purchase under the terms and conditions of this Agreement. The public process shall be completed no later than September 30, 2017. If not completed, or extended by mutual agreement of the parties, by that date this Agreement will terminate and Seller will be entitled to retain the earnest money deposit. Purchaser's completion of the public process does not alter the other conditions or terms agreed to by the parties in this Agreement.

3. *Inspection Terms*

3.1. *Inspection Expenses.* All costs and expenses of all Purchaser's tests, inspections, and studies will be paid by Purchaser when due, regardless of whether this transaction closes. Purchaser shall not allow any materialmen's liens or other encumbrances on the Property

3.2. *Inspection Indemnity.* Purchaser will indemnify, defend, and hold harmless Seller from and against any and all costs, losses, damages, expenses, liabilities, actions, liens, or claims arising from or related to any activities on or about the Property by Purchaser or any agent, employee, contractor, or invitee of Purchaser even if in part due to the acts or omissions of Seller, it being intended that the Purchaser indemnity obligation will be covered by Purchaser providing additional insurance coverage to Seller with respect to any such activities.

3.3. *Removal of Inspection Contingencies.* If, prior to the end of the Review Period, Purchaser has notified Seller in writing that Purchaser rejects the Property in its then-current condition, this Agreement will terminate. This Agreement thereafter will be null and void, and neither Party will have any obligation to the other, except as otherwise provided herein. Unless such notice of rejection is given, the inspection contingency will be deemed waived and this Agreement will be binding on Purchaser.

3.4. *Environmental Assessments.* Purchaser is responsible for obtaining its own environmental inspections of the Property. Purchaser agrees to provide Seller with a true and complete copy of all environmental studies, tests, and reports that Purchaser obtains in connection with its inspection of the Property and, if authorized by Seller as provided in Section 5.1, with independent splits of each soil or groundwater sample or other substance or material that may be obtained by Purchaser or its consultant in form and quantity sufficient for independent analysis. Purchaser will pay for all costs of its environmental inspections regardless of whether this sale closes. If any person is required to make any report to any governmental agency as the result of any environmental inspection, the report will be submitted solely by Seller.

3.5. *Confidentiality Requirements.* Purchaser will use and disclose information it obtains about the Property solely in connection with its purchase evaluation. Unless and until it acquires the Property, Purchaser will not disclose any such information to any third party regarding the Property or the terms of this Agreement or any other prior offer between Seller and Purchaser (herein the "Parties") except: (a) permitted assignees, successors, property consultants, and lawyers; (b) to any court of competent jurisdiction in connection with any mediation, arbitration, or litigation in connection with this Agreement; and (c) as to any information that is otherwise a matter of public record.

4. *Closing Documents.* The Seller, in its capacity as Trustee, will execute the deed described in Section 5 below, and Seller and Purchaser shall execute all other documents necessary to close this transaction on or prior to the Closing Date.

5. *Condition of Property.* Seller is selling the Property "AS IS." Without limiting the generality of the foregoing:

5.1. *Fiduciary Only.* Seller holds title to the Property in a fiduciary capacity only and has made no inspection of the Property to determine the condition of the Property or if there are any defects in any aspect of the Property. Seller has little or no knowledge regarding any aspect of the condition of the Property. Purchaser acknowledges that the Purchase Price for the Property reflects the condition of the Property and Seller's inability to make representations regarding the condition of the Property. In addition, Seller is not obligated to inspect, maintain or otherwise perform any repairs to the Property pending the closing of the sale of the Property.

5.2. *Acceptance of Property.* Seller is selling the Property (real and personal) "AS IS - WITH ALL FAULTS AND DEFECTS," if any, without recourse, and that no representations, warranties, guarantees, promises, statements, estimates, of any nature whatsoever, whether oral or written, expressed or implied, have been or will be made by Seller.

or any agent of Seller, including, but not limited to, the completeness, accuracy, or veracity of the Seller's Documents, the physical condition of the Property, latent defects, patent defects, personal property, structure, use, drainage, mold or rot issues, pests, construction or building defects, zoning and land use restrictions, title, habitability, suitability, fitness, merchantability, size, compliance with building codes, government laws, rules and regulations, availability of utility rights or the existence of hazardous substances, wetlands, easements or encroachments, whether or not disclosed by inspection. Purchaser shall look solely to the Title Company issuing said policy for any claim or damage in any way relating to the title to the Property, including, but not limited to, any liens, encumbrances, encroachments or assessments. Without limiting the foregoing, Purchaser acknowledges that it cannot rely on any statements made by Seller or any agent of Seller including, without limitation, the Broker or any agent of the Broker

5.3. SELLER ALSO EXPRESSLY DISCLAIMS, AND PURCHASER WAIVES, ANY AND ALL IMPLIED AND EXPRESS WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF HABITABILITY FOR ANY AND ALL DEFECTS IN DESIGN OR CONSTRUCTION OF THE PROPERTY. PURCHASER HAS READ, UNDERSTANDS AND AGREES TO THE DISCLAIMER OF ALL WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF HABITABILITY. PURCHASER FURTHER WAIVES ANY AND ALL DISCLOSURES, REPRESENTATIONS AND WARRANTIES ALLOWED OR REQUIRED UNDER APPLICABLE LAW, TO THE EXTENT ALLOWED BY APPLICABLE LAW.

5.4. *Waiver of Claims* The Parties acknowledge that the closing of the sale of the Property is conditioned upon Purchaser's inspection of the Property, to Purchaser's satisfaction, unless Purchaser chooses to expressly waive any such inspection in writing. Purchaser shall have the opportunity, prior to closing, to fully inspect, investigate and complete all due diligence relating to the Property. Purchaser is hereby instructed to complete all inspections, investigations and due diligence regarding any aspect of or relating to the Property that Purchaser deems necessary or desirable, to Purchaser's satisfaction, in order to be fully informed prior to the closing of the sale of the Property or to otherwise protect Purchaser's interest. In the event that Purchaser has completed all such due diligence to his or her satisfaction, Purchaser shall execute the Release, Waiver of Contingencies, and Acceptance of Property prior to the closing of the sale of the Property waiving all contingencies, including any such inspection contingency, and accepting the condition and all other aspects relating to the Property, without right to rescind or set aside the sale of the Property or seek reduction or offset of the Purchase Price, a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference.

5.5. *Purchaser Acknowledgment*. Purchaser acknowledges that Purchaser is not relying and will not rely upon any statements or representations of any person with respect to the Property, of any other matter affecting or relating to the Property nor upon any statement within or omission related to the Seller's Documents. Purchaser will instead rely solely on such investigations, examinations, and inspection as Purchaser may choose to make prior to the expiration of the inspection contingency set forth in this Agreement. Purchaser further acknowledges that any agent of Seller is not authorized to make representations upon which Purchaser may rely.

5.6. *Waiver of Jury Trial.* AS PART OF THE CONSIDERATION FOR THIS AGREEMENT, EACH OF THE PARTIES HERETO WAIVES THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE OR ACTION UNDER THIS AGREEMENT.

6. *Conveyance.* Upon payment in full of the Purchase Price at closing, Seller shall deliver to Purchaser at closing a Bargain and Sale or Personal Representative's Deed (as Seller may determine) (the "Deed") conveying the Property to Purchaser subject to all covenants, conditions, liens and encumbrances

6.1. The Deed shall also include the following language:

"GRANTOR CONVEYS THE ABOVE DESCRIBED REAL PROPERTY AND IMPROVEMENTS LOCATED THEREON IN 'AS IS' CONDITION. GRANTEE ACCEPTS THIS DEED AND ACKNOWLEDGES THAT GRANTOR HAS MADE NO REPRESENTATIONS OR WARRANTIES CONCERNING THE PROPERTY. GRANTOR HAS ADVISED GRANTEE TO HAVE THE PROPERTY INSPECTED BY PROFESSIONAL INSPECTORS AND GRANTEE HAS CONDUCTED EVERY INSPECTION OF THE PROPERTY WHICH GRANTEE DESIRES TO MAKE AND ACCEPTS THE PROPERTY IN ITS PRESENT CONDITION WITH EVERY DEFECT, INCLUDING MATERIAL DEFECTS."

6.2. Purchaser has identified certain personal property that is to be part of this sale transaction, which shall be sold "as-is" without any representation or warranty pursuant to the form of *Bill of Sale*, which is attached hereto as *Exhibit D* and incorporated herein by this reference.

7. *Farm/Forest Deferral.* Not Applicable

8. *Lender Disclosure.* It is the policy of Columbia Trust Company, that a prospective Purchaser must disclose if Columbia Bank, as a lender, is providing financing to purchase real property held by Columbia Trust Company, in a fiduciary capacity. Purchaser shall provide such disclosure to Seller within fifteen (15) days of full execution of this Agreement.

9. *No Affiliation.* It is the policy of Columbia Trust Company, as a fiduciary, not to sell real property to, or purchase real property from, a director, officer or employee (or immediate family member of any such person) of any Columbia Bank or affiliated entity. Purchaser represents and warrants that Purchaser is not within such classes of persons.

10. *Notices.* All notices and communication in connection with this Agreement shall be given in writing and shall be transmitted by certified or registered mail, return receipt requested, to the appropriate party at the address first set forth below. Any notice so transmitted shall be deemed effective on the date it is placed in the United States mail, postage

prepared. Either party may, by written notice, designate a different address for purposes of this Agreement. Seller and Purchaser recognize the following addresses:

Seller: *1000 SW Broadway, Suite 1100*
Fiduciary Account Name/Capacity
Columbia Trust Company, Trustee
1000 SW Broadway, Suite 1100
Portland, OR 97205
(503) *279 3100*

Purchaser: Lincoln County
c/o Wayne Belmont, County Counsel
225 W. Olive, Room 110
Newport, OR 97365
541-265-4108

11. **Prorations.** The real property taxes and assessments shall be prorated as of the Closing Date.

12. **Closing; Closing Costs.** Closing of this sale transaction and the holding of the Deposit shall be with the Title Company, Street address/city/state/zip. Seller will pay the premium for the title policy to be issued by the Title Company pursuant to Section 2.2. Seller and Purchaser shall share equally (50/50) all escrow closing costs, including, without limitation, any excise, transfer or documentary stamp taxes. Purchaser shall bear the cost of recording the Deed and any costs related to Purchaser's financing.

13. **Default/Remedies.** TIME IS OF THE ESSENCE REGARDING THIS AGREEMENT. If the conditions described in Sections 2.1 through 2.4 above are satisfied or waived by Purchaser and Seller and the transaction does not thereafter close, through no fault of Seller, before the close of business on the Closing Date, Purchaser shall forfeit the Deposit to Seller as liquidated damages, and this Agreement shall be of no further effect. If Seller fails to deliver the deed described in Section 5 above on the Closing Date or otherwise fails to consummate this transaction, the Deposit shall be refunded to Purchaser. Acceptance by Purchaser of the Deposit will constitute a waiver of other remedies available to Purchaser under Oregon law, including, without limitation, the remedy of specific performance.

14. **Brokers.** The Seller and the Purchaser acknowledge that (Alan Wells of Commercial Associates) is representing Seller and that there is no other real estate firm or agent that is party to this sale transaction and that Seller shall not be responsible for any brokers or finders fees other than in accordance with its listing agreement with (Real Estate Firm Name that has listing agreement).

15. **Governing Law.** This Agreement shall be construed, applied and enforced in accordance with the laws of the State of Oregon. Venue for any legal proceeding to enforce or

interpret the terms of this Agreement or this Addendum shall be in (Multnomah or Marion County, Oregon)

16. **Attorney Fees.** In the event any legal proceeding (including arbitration) is instituted to enforce or interpret any provisions of this Agreement, the prevailing party shall recover from the losing party reasonable attorney fees and costs incurred in such action as set by the trial court (or at arbitration) and, in the event of appeal, as set by the appellate court.

17. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties with respect to the purchase and sale of the Property. This Agreement supersedes any and all prior negotiations, discussions, agreements, and understandings between the parties. This Agreement may not be modified or amended except by a written agreement executed by all parties.

18. **FIRPTA.** The Foreign Investment in Real Property Tax Act ("FIRPTA"), IRC 1445, requires that every purchaser of the U.S. real property must, unless an exemption applies, deduct and withhold from Seller's proceeds ten percent (10%) of the gross sales price. The primary exemptions which might be applicable are: (a) the Seller provides Purchaser with an affidavit under penalty of perjury, that Seller is not a "foreign person," as described in FIRPTA, or (b) the Seller provides Purchaser with a "qualifying statement," as defined in FIRPTA, issued by the Internal Revenue Service. Seller and Purchaser agree to execute and deliver, as appropriate, any instrument, affidavit and statement, and to perform any acts reasonably necessary to carry out the provisions of FIRPTA and regulations promulgated thereunder.

19. **Period of Limitation.** An action or arbitration arising under this Agreement shall only be commenced within one year of the date hereof. The parties agree such one year limitation is reasonable.

20. **Facsimile Signatures; Counterparts.** The parties agree that signatures transmitted by facsimile are equivalent to original signatures for the purposes of this Agreement. This Agreement may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same agreement.

21 **Land-Use Disclaimer.** "THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR

COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 22010 OR 215010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195 300, 195 301 AND 195 305 TO 195 335 AND SECTIONS 5 TO 7 CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855 OREGON LAWS 2009, AND SECTIONS 2 TO 7 CHAPTER 8 OREGON LAWS 2010."

22. **Acceptance.** This offer of Agreement from Seller shall expire at 5pm (PST) on August 20, 2017, unless executed by Purchaser and delivered to Seller prior to such date and time.

SELLER:

Martin Scott Family LLC Exempt Trust
Account Name/Capacity
Columbia Trust Company, Trustee

By: [Signature] Date: 8/16/17 Time: 4:15 pm
For: Trust Representative

PURCHASER:

Name:

[Signature] Date: 8/17/17 Time: 3:45 pm
Title: [Signature]

EXHIBIT A
PROPERTY

ORS 92.010 to 92.190 requires all conveyances to document the following information if available: the parcel/lot number and plat recording number; the partition/subdivision decision number if no plat was recorded, or a reference to the final judgment or other document that evidences a lien foreclosure or foreclosure of a recorded contract for the sale of the real property. If the parcel was only created by deed, then only a legal description is necessary.

Exhibit A

That certain real property in Lincoln County, Oregon described as follows:

Commencing at an iron pipe set near the southerly Right of Way of County Road No. 315, said point being 3643.3 feet South and 1858.8 feet East of the Northwest corner of Section 9, Township 11 South, Range 11 West, Willamette Meridian in Lincoln County, Oregon and also being on the easterly boundary of a tract of land as described in Microfilm 226-1185, Lincoln County Film Records, thence North 19°44'19" East, along said easterly boundary to the southerly R/W of County Road 145.5, a distance of 2.00 feet, thence along said R/W South 87°48'00" East to an iron rod, a distance of 13.15 feet, thence continuing along said R/W South 50°48'00" East to a 5/8 inch iron rod, a distance of 5.00 feet and the True Point of Beginning; thence South 12°41'33" West a distance of 33.70 feet, thence South 21°34'46" East a distance of 55.80 feet; thence South 47°45'32" East to the westerly boundary of the Poyer tract described in Microfilm 380-1509, Lincoln County Film Records, a distance of 47.49 feet, thence North 19°41'00" East, along said westerly boundary to the southerly R/W of County Road No. 315, a distance of 101.92 feet, thence North 50°48'00" West, along said R/W a distance of 155.50 feet to the point of beginning.
Said tract contains 11,277.8 Square Feet more or less.

EXHIBIT B

RELEASE, WAIVER OF CONTINGENCIES, AND ACCEPTANCE OF PROPERTY

SELLER AND PURCHASER HEREBY AGREE THAT THE FOLLOWING SHALL BE A PART OF THE SALE AGREEMENT. THE FOLLOWING SHALL EXPRESSLY SURVIVE CLOSING OF THE SALE OF THE PROPERTY AND ISSUANCE AND RECORDATION OF THE DEED.

Purchaser has been, and is hereby further again informed and instructed, to investigate, inspect and perform all due diligence as needed or as elected by Purchaser with regard to all matters relating to the Property and to complete such investigation and due diligence to its satisfaction. Purchaser acknowledges that Purchaser has had full and complete opportunity and access to inspect, investigate, evaluate and assess any and all matters relating to the Property and otherwise. Purchaser has further been provided with all information requested of Seller by Purchaser, or otherwise required by the Real Property Purchase and Sale Agreement and any addendums thereto ("Agreement"). in order to complete all due diligence, investigation and inspection of the Property

Purchaser acknowledges that Purchaser has completed all necessary inspections, investigations and due diligence to be fully informed with regard to all aspects relating to the Property and to the Purchaser's satisfaction. Purchaser hereby accepts the Property AS-IS, WHERE-IS and in its current condition. Purchaser hereby waives any and all conditions to sale of the Property contained in the Agreement or otherwise.

Purchaser acknowledges that all conditions to closing have been satisfied and waives any and all other conditions to closing. Purchaser shall be deemed to have accepted the Property, and each and every portion thereof, unconditionally and without right (none being implied hereby) to rescind, set aside or avoid the transaction contemplated hereby or to seek a reduction, adjustment, offset or recovery of the purchase price, and subject to the waivers contained herein. Purchaser assumes all risk of any mistake of fact.

Consistent with the foregoing, Purchaser, for itself and its agents, affiliates, shareholders, officers, directors, employees, successors and assigns, and their heirs, successors and assigns, hereby releases and forever discharges Seller, and its agents, affiliates, shareholders, officers, directors, employees, successors and assigns, and their heirs, successors and assigns (collectively the "Releasees"), and their heirs, successors and assigns, from any and all rights, claims, actions, damages and demands at law or in equity, whether known or unknown, liquidated or contingent, which Purchaser has or may have in the future, arising out of or relating in any way to the physical, environmental, economic or legal condition of the Property, including, without limitation, all claims in tort or contract and any claim for indemnification or contribution arising under the Americans with Disabilities Act, 42 USC §§12101-12213; the Fair Housing Act, 42 USC §§3601-3631, the Comprehensive Environmental Response, Compensation, and Liability Act, 42 USC §§6901-6992k; the Clean Water Act, 33 USC §§1251-1387; the Safe Drinking Water Act, 42 USC §§300f-300j-26; the

Hazardous Materials Transportation Act, 49 USC §§2601-2692 or any similar federal, state or local statute, rule or ordinance relating to liability of property owners.

Without limiting the foregoing, Purchaser, upon Closing, shall be deemed to have waived, relinquished and released Seller from and against any and all matters arising out of latent or patent defects or physical conditions, violations or applicable laws and any and all other acts, omissions, events, circumstances or matter affecting the Property. For the foregoing purposes, and in consideration of Seller's completion of this transaction, Purchaser hereby specifically acknowledges that this release will extend to claims unknown at the time of executing this release, which if known by Purchaser would have materially affected his or her decision to enter into this Addendum. Purchaser hereby further specifically acknowledges that Purchaser has carefully reviewed this Addendum, had the opportunity to discuss with legal counsel of his choosing and that the provisions of this Addendum are a material part of the Real Property Purchase and Sale Agreement.

This Release is not intended to waive, release or otherwise limit any express warranties provided by any contractor performing work on or relating to the Property on behalf of Purchaser.

It is the intent of the undersigned that the terms of this Release be construed in the broadest possible form for the benefit of the party or parties released and that this Release shall be construed in all instances against the undersigned.

It is further agreed that should any suit or action be filed to enforce the terms of this Release, the party not prevailing agrees to pay the prevailing party's attorney fees, which shall be fixed by the court or courts in which such suit or action, including any appeal therefrom, is tried, heard or decided.

The undersigned hereby expressly assumes the risk of any mistake of fact, including any facts proven to be other than or different from the facts now known by the Seller or Purchaser to exist.

SELLER	
Signature	Date

PURCHASER:	
Signature	Date

EXHIBIT C
SCHEDULE OF DISCLOSED DOCUMENTS

Seller has become aware of the following documents relating to the Property, which shall be delivered to Purchaser within three (3) business days of mutual execution below, and Seller hereby discloses the following documents to Purchaser, without any representation or warranty of any kind, and subject to the terms of the Agreement:

- *Insert if applicable*

Purchaser expressly acknowledges the following, which shall survive closing of the sale of the Property and issuance and recordation of the deed: (1) Purchaser is not relying on any information provided by Seller; (2) the document list is being provided without any representation or warranty of any kind; (3) disclosure of the documents above does not create any liability or obligation on the part of Seller; (4) disclosure of the documents above is subject to all disclaimers and releases previously agreed to by Purchaser, including all terms contained in the Agreement. Purchaser is hereby again instructed to review all matters for themselves and conduct their own investigation and due diligence with regard to the documents contained above.

SELLER:

Signature

Date

PURCHASER:

Signature

Date

EXHIBIT D
BILL OF SALE

The undersigned, Columbia Trust Company, hereinafter called (the "Seller") in consideration of the sum of Amount Dollars (\$Amount) to the Seller paid, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, transfers, and delivers unto Name , hereinafter called (the "Purchaser") the following described personal property now located in County County, Oregon, to wit:

To Be Determined by the Parties.

TO HAVE AND TO HOLD the same unto said Purchaser and Purchaser's heirs, personal representatives, successors, and assigns.

AS IS. Purchaser accepts the property in its current condition on the basis of Purchaser's examination, AS IS, that is with all defects, if any, and WHERE IS. No representations of condition, repair or value have been made by Seller or Seller's agents and no promise to repair or alter the property have been made to Purchaser.

In construing this Bill of Sale and where the context so requires, the singular includes the plural, and generally all grammatical changes shall be made so that this instrument shall apply equally to individuals and to corporations.

Time is of the essence of the performance of each of the obligations under this Bill of Sale.

In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Bill of Sale, the prevailing party shall recover from the losing party reasonable attorneys' fees, together with all expenses, which may reasonably incur in taking such action, including, but not limited to, costs incurred in searching records, the costs of title reports and expert witness fees, and anticipated post-judgment collection costs. If any appeal is taken from any judgment or decree of the trial or bankruptcy court, the losing party shall pay the prevailing party in the appeal its reasonable attorneys' fees and costs in such appeal. Said sums shall be in addition to all other sums provided by law.

The parties hereby submit to jurisdiction in County County, Oregon and agree that any and all disputes arising out of or related to this Bill of Sale shall be litigated exclusively in the Circuit Court for County County, Oregon and in no federal court or court of another county or state. Each party to this Bill of Sale further agrees that pursuant to such litigation, the party and the party's officers, employees, and other agents shall appear, at that party's expense, for deposition in County County, Oregon.

The law firm of Saalfeld Griggs, P.C., of Salem, Oregon, has been employed by the Seller to prepare the documents in conjunction with this Bill of Sale, and such attorneys represent only the Seller in this matter

Purchaser is hereby encouraged to seek and obtain legal counsel prior to signing this Bill of Sale.

SELLER

Signature

Date

PURCHASER:

Signature

Date

